

Northern New England Passenger Rail Authority

Addendum No. 3 – December 4, 2024

Invitation to Bid 25-Wells Station-007

Questions Received from Contractors and Responses from NNEPRA

1. Question: On sheet E100 it shows us upgrading the existing service. Can we get a detail that shows/tells us what size wire we need to install, a panel directory telling breaker info etc.

Response: New 400A panel main service shall consist of 4-600kcmil & 1 #4G in 4" C to the existing transformer. The new 400A panel shall be 480V/277V, NEMA 3R, 400A MCB and contain the following branch breakers: 150A/3P to existing building feeder, 60A/3P to site lighting panel, 200A/3P to new building. The new 100A site lighting panel shall be 480V/277V, NEMA 3R, main lugs only (MLO) and shall be fed with 4#6 & 1#10G in 1" C from the 400A panel, and contain (12) 20A/1P branch circuits to be connected to existing site lighting circuits. Use this information in conjunction with what is shown on E100 and E601.

2. Question: On sheet E602 on the grounding details, it calls for us to install a 4/0 ground wire to the manhole, see site plans for details. I can't find this detail. Can this be provided. In the same details it calls out a ground ring to be installed around the buildings. Please advise if this needs to be installed.

Response: The existing ground at the service transformer can be utilized. Additional ground rings are not required.

3. Question: The specs aren't clear on conduit methods above grade, but I'm assuming GRC will be the preferred conduit method, but can we get confirmation?

Response: Yes, GRC shall be used for conduit above grade.

4. Question: Can we use aluminum for the transformer winding since aluminum is allowed for the panelboards?

Response: Yes.

5. Question: Spec section 28 26 05 Rescue Assistance Communication. Can we get a manufacture for this section? It also calls for this equipment to talk to the fire command center. Please advise?

Response: Talk-A-Phone is the required manufacturer for emergency phones. Phone lines / cabling shall connect to the command center via the telephone block in the new main electrical room.

6. Question: The CSX construction plan, section 4.1 refers to reimbursables. Will the general contractor be responsible for these, and if so, can an allowance be provided.

Response: The CSX Construction Agreement included in the Project Specifications has been removed and replaced with the CSX Temporary Right of Entry Agreement which clarifies the responsibility of the Contractor.

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7. Question: Per the CSX construction plan, certain work needs to be paused while trains are passing through the station. Could you provide the approximate duration of these shut-downs.

Response: As noted by CSX during the on-site pre-bid meeting, the necessity for and duration of work shutdowns varies and may be as short as approximately 20 minutes but may be longer as trains transition through the work area. Shutdowns will not be required every time a train passes, but instead will be based on the type of work being performed and proximity of that work to the tracks. The necessity for and duration of all shutdowns will be at the direction of the CSX on-site Employee-in-Charge (EIC).

8. Question: Does a signed copy of the CSX Transportation Agreement need to be included with the bid submission?

Response: No, the successful Contractor shall enter into the required agreements with CSX after Project award.

9. Question: Please provide details regarding the type of structure required for the temporary track crossing.

Response: CSX will construct the temporary grade crossing. The Contractor shall enter into a Temporary Private Crossing Agreement with CSX. See the sample attached to this addendum. The portion of the temporary grade crossing constructed by CSX will extend to the end of the cross tie. The Contractor shall be responsible for constructing the approaches to the temporary grade crossing. An allowance has been provided for the design and construction of the temporary access across the tracks by CSX in the revised Bid Form that is attached to this addendum.

10. Question: Regarding the CLT products: The basis-of-design Nordic products are produced by a Canadian-based company. Is the Buy America status for the project contradictory to the basis-of-design specifications? Please advise.

Response: All products used in the project shall comply with the Project's Buy America requirements. Products from other manufacturers meeting the performance specifications in Section 061800 shall be used.

11. Question: Will Supplemental insurance with CSX be required by all parties onsite, or only by the General Contractor?

Response: All Contractors shall have the insurance required for the Project, including CSX insurance requirements. If the prime Contractor's insurance policies cover their subcontractors, then subcontractors don't need their own insurance. If the prime Contractor's insurance policies do not cover their subcontractors, then subcontractors shall have their own insurance meeting the project's requirements.

12. Question: Will a construction budget be provided?

Response: The engineer's estimate is in the range of \$5,000,000 to \$10,000,000.

13. Question: Is Builders Risk required?

Response: As noted in Section 010009 1.1H, "NNEPRA does not require the Contractor to carry Builders Risk Insurance. However, the Contractor is advised of its risks for damage to the Work as provided in Section 104.3.10 - Responsibility for Damage to the Work of the MaineDOT Standard

Specifications. The Contractor is responsible for managing and insuring these risks as it deems appropriate.”

14. Question: Please provide a list of all signed forms that must be submitted with the bid form?

Response: All bids shall be in compliance with the requirements of the Invitation to Bid. As noted in the Invitation to Bid, all bids shall contain all pages of the Bid Form, Signed Federal Clauses (3), and signed copies of any addendums that are issued. Bid Security in the amount of (5%) of the Total Bid shall be submitted with the Bid. The 3 federal clauses that must be included with bids are Certification of a Potential Prime Contractor (Direct Third-Party Contractor) Regarding Debarment, Suspension, And Other Responsibility Matters, Certification of Restrictions On Lobbying, And FRA Buy America Certification.

15. Question: Are there any CMP fees associated with the project the General Contractor is responsible for? If so, will an allowance be provided?

Response: An allowance for utility fees has been added to the revised Bid Form that is attached to this addendum.

16. Question: Spec section 033300-4 2.2.C.1.a calls for Sika Concrete Form Liners, but Architectural Concrete Finish No. 1 is a smooth, rubbed finish. Please clarify if form liners will be required.

Response: The design intent is to have both finishes in the project. Refer to drawings for where each finish is intended. For example, A-202 Key Note 03 3J point out walls with form liner finish and key note 03 3A points out to walls with Concrete Finish No.1.

17. Question: Spec section 033000-21 3.19A and 3.19B appear to conflict with one another regarding Testing and Special Inspections. Please confirm if all Special Inspections and Testing, in all divisions, will be by the Owner.

Response: The Contractor is responsible for all quality control testing for cast-in-place concrete. Delete Section 033000 3.19A. The Contractor shall perform all quality control inspections and tests, in all divisions, in accordance with the requirements of each section. Note that the Owner may perform quality assurance testing at any time at the Owner's expense.

18. Question: Civil Plans C 1.1, C1.2 and C 2.1 are included in the Army Core of Engineers permit, but are not part of the Civil Plan set or listed on the drawing index. Please clarify if these are to be included.

Response: Plans C-1.1, C-1.2, and C-2.1 are wetland restoration plans that were prepared as part of the Project's permit applications. All civil and site work shall be done in accordance with the Civil plans in the Contract Plans. The Contractor shall comply with all permit requirements, including wetland restoration requirements, shown on the permit plans.

19. Question: Will Subcontractors be covered under the awarded General Contractors "Railroad Protection Liability Insurance Policy"? Or will subs need to find their own coverage?

Response: See response to question 11.

20. Question: Per Addendum 2, all unsuitable soils outside the railroad right-of-way are the responsibility of the site contractor to remove and replace in-kind. If a quantity has not been determined, can an allowance be provided to level bids.

Response: No, an allowance will not be provided for this work.

21. Question: Plan ST-003/ Cross Laminate Timber, note 2 calls for SPF wood species. Due to Buy America Requirements, this is difficult to source. Would Douglas Fir or Southern Yellow Pine be acceptable alternates.

Response: Substitutions for Douglas Fir and Southern Yellow pine are acceptable, if the properties for the wood panels have a higher specific gravity than SPF, and meet or exceed the design values, and requirements noted on the plans and within the specifications. Substitutions are subject to approval similar to other panels. All panels shall be consistent in color and grain appearance, regardless of which wood species is used.

22. Question: Spec section 023000-3.13.B calls for satisfactory soils and engineered fills to be used in different areas. Please define the soil types that are classified as satisfactory and as engineered.

Response: Soils shall be the following:

- 1. Under grass and planted areas, use satisfactory soil material. - Common Borrow (See Section 2.1.A.1)*
- 2. Under walks and pavements, use satisfactory soil material. – Gravel Borrow (See Section 2.1.A.3)*
- 3. Under steps and ramps, use engineered fill. Gravel Borrow (See Section 2.1.A.3)*
- 4. Under building slabs, use engineered fill. (Refer to Recommendations from Geotechnical Report by GZA.)*
- 5. Under footings and foundations, use engineered fill. (Refer to Recommendations from Geotechnical Report by GZA.)*

23. Question: Please confirm that CSX will be constructing the temporary access over the tracks. Will the GC be responsible for this cost and if so, please provide a figure.

Response: Yes, CSX will design and construct the temporary access over the tracks. See the response to Question 9 above. An allowance has been provided for the design and construction of the temporary access across the tracks by CSX in the revised Bid Form that is attached to this addendum.

24. Question: Can a bid allowance be provided for track protection?

Response: Yes, an allowance has been provided for track protection by CSX in revised Bid Form that is attached to this addendum. As noted in the revised Bid Form, if the actual track protection costs exceed the allowance, the Contractor shall be responsible for all additional track protection costs. The \$550,000 allowance was developed using the following assumptions:

- Approx. 390 working days that require some form of track protection.*
- Approx. 65% of the track protection will require a CSX Flagger at \$1,700 per day and approx. 35% of the track protection will require a CSX Field Construction Inspector at \$800 per day.*
- Total allowance = (250 x \$1,700) + (140 x \$800) = \$537,000 – Say \$550,000*

Changes to the Invitation to Bid and Project Specifications

*****The time and date specified in the original solicitation has not changed as a result of this addendum.*****

1. In the Invitation to Bid, make the following changes:

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- **REMOVE** the Bid Form (pages 5 through 7 of the Invitation to Bid) and **REPLACE** with the attached revised Bid Form.
2. In the Project Specifications, make the following changes:
- In Section 01000 1.2, **REMOVE** subsection A and **REPLACE** with the following revised subsection A: “The railroad owner is CSX TRANSPORTATION, INC. (CSX/CSXT). Prior to construction start, the Contractor shall coordinate with CSX to obtain a fully executed Temporary Right of Entry Agreement, a sample of which is attached to this specification in Appendix A. Any submittals noted in Appendix B as being submitted by the Agency or it’s Contractor shall be prepared and submitted by the Contractor.”
 - In Section 01000 1.2, **REMOVE** Appendix A – CSX Construction Agreement and **REPLACE** with the attached CSX Temporary Right of Entry Agreement.
 - In Section 010000 1.2, **ADD** the following new subsection J: “The Contractor shall enter into a Temporary Private Crossing Agreement with CSX. A sample of which is attached to this specification in Appendix E.”
 - In Section 010000, **ADD** the attached CSX Temporary Private Crossing Agreement as Appendix E.

ALL CONTRACTORS SUBMITTING A BID ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM NO. 3 AS PART OF THEIR BID PACKAGE. PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS ADDENDUM AND RETURN WITH THE FINAL BID.

Contractor Name: _____

Contractor Authorized Signature: _____

Printed Name & Title: _____

For any additional questions regarding this addendum please contact:

Belle Askinasi, Office Administrator
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite #104
Portland, Maine 04101
belle@nnepra.com

Signed by: Belle Askinasi

BID FORM (Revised as part of Addendum No. 3)

CONTRACTOR NAME: _____

PRODUCT IDENTIFICATION: Wells Station Expansion conforming to the requirements of this Invitation to Bid.

THIS BID IS SUBMITTED TO: Ms. Belle Askinasi
Office Administrator
Northern New England Passenger Rail Authority
75 W Commercial Street, Suite #104
Portland, Maine 04101
belle@nnepra.com

By submitting this Bid the undersigned Contractor:

1. Proposes and agrees, if the Bid is accepted, to enter into an Agreement with Northern New England Passenger Rail Authority to supply the Materials and Services in accordance with the specifications and other Invitation to Bid Documents, for the prices and in accordance with the delivery schedule as detailed in the Bid Form.
2. Accepts all of the terms and conditions included in the Invitation to Bid and agrees that this Bid will remain open for thirty days after the day of Invitation to Bid due date.
3. Agrees that:
 - a. Contractor has examined copies of all the Bid Documents and any addenda, receipt of all of which is hereby acknowledged.
 - b. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Bid; Contractor has not solicited or induced any person, firm or corporation to refrain from quoting; and Contractor has not sought by collusion to obtain for himself any advantage over any other Contractor or over Northern New England Passenger Rail Authority.
4. Acknowledges that this Invitation to Bid does not constitute an order or contract.
5. Acknowledges that Northern New England Passenger Rail Authority is exempt from all taxes. The undersigned hereby certifies that no taxes are included in the prices bid.

Contractor shall state if exemption certificate is required: Yes _____ No _____.

BID FORM

This Bid is submitted for the following Project:

Wells Station Expansion conforming to the requirements of this Invitation to Bid.

<u>Item</u>	<u>Approximate Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Contract Line Item No. 1 – Base Proposal	1 Lump Sum	/LS	
Bid Allowance No. 1 – Track Protection	1 Lump Sum	\$550,000/LS	\$550,000
Bid Allowance No. 2 – Temporary Grade Crossing Design and Construction by CSX	1 Lump Sum	\$100,000/LS	\$100,000
Bid Allowance No. 3 – Utility Fees	1 Lump Sum	\$2,500/LS	\$2,500
		Total Bid Price:	

Contract Line Item No. 1 – Base Proposal: Fixed price, lump sum, that includes all the work of this project. The Base Proposal includes all work shown in the Contract Plans and called for in the Specifications.

Bid Allowance No. 1 – Track Protection: This bid allowance is for all track protection required by CSX for the Contractor’s work within the railroad right-of-way for this Project. The cost of this track protection provided by CSX will be reimbursed up to the amount of this Contract Line Item with proof of CSX invoices. The Contractor shall be responsible for all additional track protection costs that exceed the total carried under this line item.

Bid Allowance No. 2 – Temporary Grade Crossing Design and Construction by CSX: This bid allowance is for the design and construction of the temporary grade crossing by CSX for the Contractor’s use for this Project. The cost of this design and construction by CSX will be reimbursed up to the amount of this Contract Line Item with proof of CSX invoices. If the design and construction by CSX estimates exceed the total carried under this line item, the Contractor shall inform the Resident in advance of ordering such services for review and authorization by NNEPRA.

Bid Allowance No. 3 – Utility Fees: This bid allowance is for any utility fees for Central Maine Power and any other utilities for this Project. The cost of this project-related work by the utility companies will be reimbursed up to the amount of this Contract Line Item with proof of utility invoices. If the utility work order estimates exceed the total carried under this line item, the Contractor shall inform the Resident in advance of ordering such services for review and

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authorization by NNEPRA.

See Specification Sections 011000 – Definition of Contract Line Items, and 012000 – Schedule of Values for additional information.

Communications concerning this Bid shall be addressed to:

Contractor Company Name: _____

Contractor's Representative: _____

Contractor's Address: _____

Contractor's Telephone No: _____

Contractor's E-mail Address: _____

Contractor's Fax Number: _____

(Please note that the information below is used for internal purposes only and will not be disclosed.)

Age of your company: _____ Gross Annual Receipts: _____

Employees: _____ DUNS #: _____

Is your company a Certified DBE? YES NO

In submitting this Bid, it is understood and agreed by Contractor that THE AUTHORITY reserves the right to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of [60] days subsequent to the receipt of bids, without the written consent of the Authority.

CONTRACTOR AUTHORIZED SIGNATURE: _____

Printed Name & Title: _____

SUBMITTED ON: _____, 2024

**APPENDIX A –
CSX TEMPORARY RIGHT OF ENTRY
AGREEMENT**

APPENDIX

CSX TRANSPORTATION

TEMPORARY RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "CSX," and (*****), whose mailing address is (*****), (*****), hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee has submitted a written application to CSX requesting permission to enter CSX's property located within the (****) Division, (****) Subdivision, at DOT#: (****) MP (****). (**Street**) in (**City**), (**) County, (**State**) (the "Property"), (description of scope of work), beginning (**) feet from the (****) and (**) right of way, (the "Project").

WHEREAS, CSX is willing to grant to Licensee the limited right and permission to enter upon the Property for the limited purpose of performing the Project.

NOW THEREFORE, CSX hereby grants to Licensee the right and permission to enter upon the Property for the purpose of performing said Project, subject to the terms and conditions set forth below:

1. PROJECT: The Project shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of CSX's Division Engineer or his or her duly authorized representative ("Division Engineer") and in a manner to avoid accidents, damages, unnecessary delays to or interference with train traffic of CSX. Prior to entry, Licensee shall notify the Division Engineer's representative and arrange for flagging protection in accordance to Sections 5 and 6 of this Agreement. Licensee shall not dig in the ballast line or within the tracks loading influence area, or otherwise disturb the track structure. Licensee and Licensee's employees, agents, contractors and other representatives (collectively, "Agents") shall maintain in their possession a copy of this Agreement at all times during their occupation of the Property.

2. INDEMNITY:

2.1 Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save CSX and CSX's Affiliates harmless with respect to any and all attorneys' fees, liability, claims, demands, payments, suits, actions, recoveries, penalties, costs, legal expenses, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages) for:

2.1.1 Personal injury, including, but not limited to bodily injury to or death of any person or persons whomsoever, including the agents, servants, Affiliates or employees of the parties;

2.1.2 The loss or damage to any property whatsoever, including property owned or in the care, custody or control of the parties hereto or their respective Affiliates;

2.1.3 Any environmental damage and any related remediation brought or recovered against CSX or any of its Affiliates; and

2.1.4 Any and all other losses or damages; arising directly or indirectly from the presence of Licensee or its Agents on or about the Property, whether or not attributable in whole or part to the negligence, gross negligence, or intentional misconduct of CSX or its Affiliates.

2.2 The parties waive any and all right or opportunity to contest the enforceability of this Section and agree that, in the event this Section, or any part of this Section, is found unenforceable by the final, unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law. In the event that such court of competent jurisdiction finds that Florida statutory construction contract indemnity monetary limits apply to this Agreement with respect to Licensee's indemnification of CSX and its Affiliates for liability caused in whole or in part by any act, omission or default by CSX or its Affiliates, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by Sections 3 and 4 of this Agreement. The parties acknowledge and agree that this monetary limit,

if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Project, the risks associated with the Project, and the compensation and any other benefits exchanged between the parties in connection with this Agreement.

2.2.1 Licensee shall comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Property and agrees to indemnify, defend, and hold CSX and its Affiliates harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.

2.2.2 For the purpose of this Agreement, the term "Affiliates" includes all entities, directly or indirectly owned or controlled by, or under common control of a party or its respective officers, directors, employees and agents, and in the case of CSX, includes CSX Corporation, CSX and their Affiliates and their respective officers, directors, employees and agents.

2.2.3 The provisions of this Section shall survive the termination or expiration of this Agreement.

3. GENERAL LIABILITY INSURANCE: Licensee shall procure and maintain, at its expense: (i) statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than \$1,000,000.00, which insurance must contain a waiver of subrogation against CSX and its Affiliates; (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than \$5,000,000.00 in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement; (iii) business automobile liability insurance with available limits of not less than \$1,000,000.00 combined single limit for bodily injury and/or property damage per occurrence; and (iv) such other insurance as CSX may reasonably require. Upon request, Licensee shall provide CSX with a copy of Licensee's applicable insurance policies. A policy endorsement naming CSX as an additional insured and specifying such coverage shall be furnished to CSX prior to the execution of this Agreement, and the required coverage will be kept in force until all of Licensee's obligations under this Agreement have been fully discharged and fulfilled, or until Licensee shall have been specifically released by a written instrument signed by an authorized officer of CSX. Licensee shall also provide CSX with a copy of the insurance policies. The insurance policies shall provide that the insurance carrier must give CSX notice at least thirty (30) days in advance of cancellation of coverage, of any change in coverage, or of cancellation of the policy. Notwithstanding any provisions of this Section, the liability assumed by Licensee shall not be limited to the required insurance coverage.

4. RAILROAD PROTECTIVE LIABILITY INSURANCE: Licensee agrees to purchase Railroad Protective Liability Insurance in accordance with CSX's requirements (attached as Exhibit A and incorporated into this Agreement) for the benefit of CSX for Licensee's operations under this Agreement. Licensee shall furnish an appropriate Insurance policy (and required endorsements), as the case may be, with the return of this executed Agreement.

5. PRIOR NOTIFICATION: Licensee or Licensee's Agents shall notify CSX's Roadmaster at least 10 days prior to requiring entry on the Property and shall abide by the instructions of the Division Engineer, or his or her authorized representative. The Roadmaster, (****), can be contacted at: (*****), to schedule flagging services.

6. CLEARANCES: Neither Licensee nor Agents shall perform any Project or place or operate any equipment of Licensee or Agents at a distance closer than fifty (50) feet from the center of any track, without the prior approval of the Division Engineer. The Division Engineer may require protective services or such other services as deemed necessary or appropriate. Equipment shall be moved across CSX's track(s) only at a public crossing unless prior arrangements have been made with the Division Engineer and a Private Crossing Agreement is fully executed and in place. Licensee and Agents shall take all precautions

necessary to avoid interference with or damage to CSX's property and signal and communication facilities during their performance of the Project.

7. PROTECTIVE SERVICES: If protective services, such as flagging protection, are required by CSX, Licensee shall make arrangements with the Roadmaster to furnish such personnel, flagman or watchman, that in the Roadmaster's opinion may be necessary to protect the facilities and traffic of CSX during the performance of the Project. Licensee shall pay for the cost of such services, including all applicable surcharges and additives. These services are estimated to be \$_____, as supported by the attached estimate.

8. PAYMENT FOR PROTECTIVE SERVICES: Payment shall be made by Licensee in accordance with the following designated option:

() Option 1: Licensee shall make an advance deposit of funds based on an estimate of the cost of protective or other services as determined by CSX. The cost for CSX's services shall then be assessed by CSX against this advance deposit. Upon completion of the Project, any unused funding will be returned to Licensee. Notwithstanding the foregoing, in the event Licensee performs any Project work without permission or without protective services (such as flagging protection) as may be required by CSX, no portion of Licensee's advance deposit will be refunded. If CSX's costs exceed the advance deposit(s), a request will be made to Licensee for additional funds or an invoice will be issued to Licensee for final payment. Licensee shall remit payment to CSX within thirty (30) days of receipt of either a request for additional funds or an invoice.

() Option 2: Licensee shall promptly reimburse CSX for the cost of protective or other services on an as-incurred basis, including all applicable surcharges, upon receipt of bill(s) therefor.

9. ENVIRONMENTAL: This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property. Precluded activities include performing soil borings for purposes other than geotechnical investigation, obtaining soil, sediment, groundwater and surface water samples, and conducting field or laboratory analyses of any soil, sediment, groundwater or surface water samples obtained from CSX property to identify chemical composition or environmental condition. If any type of environmental investigation is desired, a separate right of entry agreement issued through CSX's Environmental Department must be secured.

10. CLAIMS: Licensee shall, or shall require Agents, to promptly notify the Division Engineer of any loss, damage, injury or death arising out of or in connection with the Project.

11. REMEDIATION: It is understood and agreed that, upon completion of the Project, the Property shall be left in a condition satisfactory to Division Engineer or his or her duly authorized representative.

12. SAFETY:

12.1 All personnel entering the Property must comply with CSX safety rules and requirements to include, without exception, the wearing of hard hats and approved safety shoes and safety glasses with side shields. Anyone not in compliance with these rules and regulations will be asked to leave the Property.

12.2 Before performing any work authorized by this Agreement, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.), and State "One Call" - "Call Before You Dig" requirements.

13. TERM: This Right-of-Entry Agreement and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Project or at midnight, _____, whichever occurs first, unless extended in writing by CSX. In the event Licensee fails to comply with terms and provisions of this Agreement, Licensee agrees to pay and agrees that CSX shall be entitled to recover costs and expenses incurred by CSX, including legal fees and expenses, to enforce the terms of this Agreement.

14. SEVERABILITY: The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

15. ENTIRE AGREEMENT: This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter.

16. NOTICES: All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; upon personal delivery, upon the expiration of three (3) business days following mailing by U.S. first class mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the Licensee at the address above, and to Licensors at the address shown on Page 1, or at such other addresses as either party may designate by delivery of prior notice to the other party .

17. TERMINATION: CSX shall have the right at any time and at its sole discretion to terminate this Agreement upon notice to Licensee.

18. WAIVER: If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

19. GOVERNING LAW; VENUE: This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively in the state or federal courts located in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Duval County, Florida.

20. NO ASSIGNMENT: Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not permit Agents to enter the Property without first requiring Agents to agree in writing to comply with all of the terms of this Agreement. Notwithstanding the foregoing, Licensee shall continue to be responsible for insuring that Agents comply with all of the terms and conditions of this Agreement and shall indemnify and hold CSX harmless for any damages described in Section 2 above caused in whole or in part by such subcontractor. Assignment of this Agreement to any party other than Agents in accordance with this Section shall not be permitted except upon the prior written consent of CSX, which consent may be granted or withheld at CSX's sole discretion. This Agreement shall be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Witness for CSX Transportation:

CSX TRANSPORTATION, INC.

By: _____

Name:

Title:

Witness for: ()

(): _____

By: _____

Print/Type Name:

Print/Type Title:

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the [*] to the terms and conditions of this Agreement.

ATTACHMENT "A"
INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and its Designee, if and to the extent that either is performing work on or about CSX's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSX as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSX and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSX as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240

- g. Authorized endorsements may not include:
- (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSX may require.

II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor its Designee may begin work on or about CSX property until written approval of the required insurance has been received from CSX or CSX's Insurance Compliance vendor, Ebix.

**APPENDIX E –
CSX TEMPORARY PRIVATE CROSSING
AGREEMENT**

TEMPORARY PRIVATE CROSSING AGREEMENT

This Temporary Private Crossing Agreement (the "Agreement"), made and effective as of _____, 20____, by and between CSX Transportation, Inc., a Virginia corporation whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and _____, a _____ corporation, whose mailing address is _____, hereinafter called "Licensee," WITNESSETH:

Licensor, subject to the limitations herein, for and in consideration of the fee(s) to be paid by Licensee and of the covenants, terms, conditions and agreements herein to be kept and performed by Licensee, hereby grants to Licensee the right or license to construct, use and maintain a temporary private road across the tracks and property owned or controlled by Licensor at or near _____ City, _____ County, _____ State, _____ Division, _____ Subdivision, DOT INV No. _____, (the "Crossing), being _____ feet wide, the center line of which extends across said right-of-way and intersects the center line of Licensor's _____ track(s), at _____ Valuation Station, Milepost approximately _____, as shown on Exhibit "A", attached hereto and made a part hereof.

1. DEFINITIONS:

1.1 The term "Licensee" herein shall include the undersigned corporation, association, partnership, governmental body or individual, as the case may be. The term "Licensee" shall also include Licensee's agents, employees, servants, sublicensees and invitees. All words herein referring to Licensee shall be taken to be of such number and gender as the context may require.

1.2 The term "Licensor" herein shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Licensor, and any parent, subsidiary or affiliated system companies of Licensor and the servants, agents or employees of each.

1.3 The term "satisfactory" or "satisfaction" herein shall mean approval by Licensor's Division Engineer or his designated representative, usually Licensor's local Engineer.

1.4 The term "Crossing" herein shall include track crossings, approaches, roadways, drainage facilities, warning devices, signal and wire lines, gates, barricades, signs, appliances and ancillary facilities.

1.5 If this Agreement covers more than one crossing or more than one track, the terms "Crossing" and "track" herein shall be construed respectively as including any one or all of said crossings or tracks, as the context may require.

1.6 "Maintenance" shall include keeping all vegetation, to the extent possible, within the area(s) known as "Sight Clearance Area(s)," as shown on attached Exhibit "A-____", cut to a height not exceeding two feet (2') above ground level, and keeping said "Sight Clearance Area(s)" free of parked vehicles and other obstructions.

2. USE, LIMITATIONS:

2.1 This license is subject to: (a) all encumbrances, conditions, covenants and easements applicable to Licensor's title to or rights in the subject property; (b) any existing public utilities and other pipe or wireline facilities located in, on, over, under or across the Crossing; (c) all instruments, easements, agreements and rights therefor, recorded or not; and (d) compliance by Licensee with terms and conditions herein.

2.2 The Crossing shall be used solely as a private road for the purpose of vehicular or pedestrian access to/from Licensee's adjacent land for .

2.3 This Agreement is a personal license to Licensee and, except for Licensee's employees (or family), agents, servants, patrons, and/or invitees, Licensee will not allow any other person(s) to use said Crossing without the prior consent in writing of Licensor.

2.4 Licensee, at its sole cost and expense, shall erect and permanently maintain "PRIVATE ROAD -- NO TRESPASSING RESTRICTED USE" sign(s) or other signs indicating the private nature and limited use of the Crossing, at location(s) adjacent to said Crossing designated by Licensor.

2.5 Without separate written consent of Licensor, Licensee shall not dedicate nor permit Crossing to be used for any purpose or in any manner that might be in any way make said Crossing a public crossing or subject it to any public servitude.

2.6 Licensor reserves and accepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossing(s) for any and all railroad purposes. Licensor shall not be obligated to make cuts in its trains for the Crossing.

2.7 No expressed or implied means of ingress and egress or way of necessity upon, across or over or adjacent lands of Licensor is granted by this Agreement. Licensee, at its own expense, will secure and maintain any necessary means of ingress and egress to the Crossing across lands of others.

2.8 Licensee shall furnish, construct and maintain a gate along the width of the Crossing and on Licensee's property in accordance with Section 7.1 of the Agreement. Licensee shall ensure the gate is continuously locked so as to deter trespassers from use of the Crossing. Further, Licensee shall at all times provide Licensor with the keys and/or access cards necessary to unlock the gates or barricades.

3. FEES:

3.1 Subject to the provisions set forth in Section 12.5 below, in lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable License Fee of FIVE THOUSAND AND 00/100 U.S. DOLLARS (\$5,000.00) upon execution of this Agreement.

3.2 Payment by Licensee of any Fees shall not be held to create an irrevocable license for any period.

3.3 Licensee shall also indemnify Licensor against, and shall pay or reimburse Licensor for, any additional taxes and assessments levied solely on account of the existence of said Crossing.

3.4 In the event this Agreement is terminated by notice of either party (other than for breach or cause), Licensor shall refund to Lessee the proration of any prepaid Fees plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

4. CONSTRUCTION, MAINTENANCE:

4.1 Crossing (including the necessary appurtenances, approaches, roadway, curbs, gutters, shoulders, slopes, fills and cuts and drainage thereof) shall be constructed, and thereafter maintained, at the sole cost and expense of Licensee.

4.2 Because of Licensor's labor agreements, all construction and maintenance work to be performed on that portion of said Crossing between the rails of said track(s) and for two feet (2') on the outside of each rail thereof, and any work on Licensor's signal and communication facilities deemed necessary by Licensor to permit Licensee's use of Crossing, must be performed by Licensor, but at the sole cost and expense of Licensee.

4.3 Before construction, Licensee shall deposit with Licensor the sum of AND 00/100 DOLLARS (\$00.00), the minimum estimated cost and expense of Licensor's portion of construction work and materials (including signalization). Should Licensor's costs and expenses exceed said deposit, Licensee shall promptly pay such excess upon receipt from Licensor of bill therefor.

4.4 Licensee shall furnish all other labor and materials required to install the Crossing and do all necessary grading for the approaches.

4.5 Licensee, at its sole cost and expense, shall maintain all approachways, and shall keep the Crossing and designated Sight Clearance Area(s) at all times free and clear of all spilled materials, ice, snow, mud, debris and all obstructions (including parked vehicles) to satisfaction of Licensor.

4.6 Licensee shall perform or cause all Licensee's construction and maintenance under this Agreement to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Crossing and under conditions satisfactory to and approved by Licensor. Said construction and maintenance shall be performed at such times and in such manner as not to interfere with the movement of Licensor's trains.

4.7 In the event Licensee contracts for the performance of any Crossing work, Licensee shall require its contractor(s) and/or subcontractor(s) to comply with all the terms of this Agreement.

4.8 In the event Licensee fails, in the judgment of Licensor, to comply with any construction or maintenance requirement of this Agreement, Licensor, without waiving any other provision of this Agreement, may either furnish the labor and materials required to do such work, at the sole cost and expense of Licensee, or terminate this Agreement in accordance with Article 12 hereof.

4.9 Licensee shall be solely responsible for any relocation or protective encasement of any subsurface pipe or wire lines (telephone, electrical power transmission or distribution, fiber optic, cable television, water, sewer, gas or petroleum products, et al.) and for necessary relocation of surface structures or facilities (fences, towers, poles, etc.) incident to Licensee's construction (or reconstruction) of the Crossing.

5. DRAINAGE:

5.1 Licensee shall not interfere with, or permit its contractors to interfere with, the existing drainage facilities within the approachways or underneath said Crossing.

5.2 Licensee shall furnish, install and maintain, at Licensee's sole expense and in a manner satisfactory to Licensor, necessary drainage pipe within the approachways and underneath said Crossing, on each side of said track(s), to accept drainage from the roadbed and keep drainage from the track(s) and right-of-way of Licensor.

6. PERMITS:

6.1 Before any construction hereunder is performed, or before use by Licensee of the Crossing, Licensee, at its sole cost and expense, shall obtain any necessary permits or licenses from all Federal, State or local public authorities having jurisdiction over the Crossing or Licensor's right-of-way and shall thereafter observe and comply with said licenses and permits, with the requirements of such public authorities, and with all applicable laws, rules and regulations and modifications thereof.

6.2 Licensor shall co-operate with Licensee in securing and complying with any Federal, State or local permits relative to Licensee's Crossing.

6.3 Licensee shall defend, protect and hold Licensor harmless for failure to obtain permits and licenses, for any violation thereof, or for costs or expenses of compliance or remediation.

7. BARRICADES, GATES; SIGNALS:

7.1 Licensee shall, at its cost and expense, erect and maintain operable locked gate(s) off Licensor's property at or near the approach of the Crossing sufficient to deter

trespassers. Licensee shall be solely responsible for securing the gates when the Crossing is not being used. Further, Licensee shall provide CSXT with the keys, remotes and/or access cards necessary to obtain access to such gates at all times.

Licensee, at its sole cost and expense, shall furnish, construct and maintain any additional gate(s), barricade(s), sign(s), flashing light signals, and/or crossing warning device(s), or provide permanent flaggers or other protective services, as shall from time to time be deemed necessary for public safety purposes by Licensor or by any public authority sharing jurisdiction over rail grade crossings. The design and placement of signs, barriers, gates and any crossing warning devices shall be subject to the approval of Licensor. The cost of installing and maintaining and/or furnishing such additional crossing protection shall be paid solely by Licensee as a condition to keeping the Crossing in place.

7.2 Licensor may elect to furnish materials and install such gates, barricades signs or automatic or other crossing warning devices, or provide such protective services, at the sole cost and expense of Licensee. Licensor may require advance deposit of estimated cost and expense of such work and materials. Upon completion of construction, Licensor will promptly refund any portion of the deposit in excess of Licensor's costs and expenses. Should Licensor's costs and expenses exceed said deposit, Licensee shall promptly pay such excess upon receipt from Licensor of bill therefor.

7.3 The operation of barriers and other warning devices and the performance of said protective services shall be in accordance with the requirements of Licensor and such public authority. Licensee shall keep all such gates and barricades closed and locked when Crossing is not in actual use by authorized parties.

7.4 After any Crossing signals have been placed in service, Licensor will operate and maintain said signals, at the sole expense of Licensee. Costs of such signal maintenance and operation (including electric current) will be reviewed periodically, and the amount billed will be revised accordingly. In addition to said signal maintenance and operation expense, Licensee shall reimburse Licensor, within sixty (60) days after receipt of itemized bill from Licensor, (a) the cost of upgrading said signals to prevent obsolescence and (b) the cost of repairing or replacing said signals as a result of damages thereto, howsoever resulting. If Licensee fails or refuses to maintain and/or provide or pay costs thereof, Licensor may terminate this Agreement as in Article 12.

8. OPERATIONAL SAFETY:

8.1 Licensee shall use and shall cause its agents, employees (family), servants, sublicensees and invitees to use the highest degree of care in the operation and use of said Crossing so as to avoid collisions and/or interference with operations of Licensor.

8.2 Licensor shall erect, and thereafter Licensee shall maintain, all at Licensee's cost, reflectorized "Railroad Crossing" Crossbuck signs on each side of the Crossing, clearly visible to vehicular traffic approaching the Crossing from either side, and advising of the number of track(s) to be crossed. Licensee shall erect, and thereafter maintain, reflecting standard highway "STOP" signs on each side of the Crossing, clearly visible to vehicular traffic approaching the

Crossing from either side. Licensee shall be solely responsible to periodically inspect such signs to insure that same are in place and visible.

9. FLAGGING, CONSTRUCTION:

9.1 If Licensor deems it advisable during any period of construction, maintenance, repair, renewal, alteration, change, or removal of said Crossing, to place temporary watchmen, flaggers, inspectors or supervisors, for protection of operations of Licensor or others on Licensor's right-of-way at the Crossing, Licensor shall have the right to do so, at the expense of Licensee, but Licensor shall not be liable for its failure to do so. Licensor may, at its discretion, require advance deposit(s) for estimated costs and expenses.

10. EXPLOSIVES:

10.1 In the construction and/or maintenance of said Crossing, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express prior written consent of Licensor. In the event such consent is extended, a representative will be assigned by Licensor to monitor, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

10.2 Neither Licensee nor Licensee's contractor(s), agent(s) or employee(s), may transport, carry or haul any explosive, flammable, combustible or other hazardous or dangerous materials, goods or commodities across track(s) of Licensor without separate prior written consent of Licensor.

11. ALTERATIONS; TRACK CHANGES:

11.1 Whenever any repairs or changes are made to Licensor's right-of-way or track, or if additional track(s) are laid at the site of the Crossing, necessitating repairs to, alteration of, or relocation of the Crossing, Licensee shall pay for or shall furnish labor and materials to make such repairs to, alterations of, or relocation of the Crossing.

11.2 In the event that Licensor's operating and/or maintenance needs or uses require any change (including any raising, lowering, or additions to), relocation or improvement in its right-of-way, track(s), structures, roadbed, rail communication or other facilities (including fiber optic cable), which necessitate any change of location, height or depth of Crossing, Licensee shall make such changes in Crossing and/or the grading, approaches or drainage, within thirty (30) days after notice in writing from Licensor, all at Licensee's sole cost and expense, and upon plans and specifications approved by Licensor.

11.3 If Licensee desires to revise, relocate or change in all or any part of said Crossing, or if Licensee is required to change or alter Crossing, drainage or approachways, plans therefor shall be submitted to Licensor for approval before any such change is made.

11.4 After change or alteration, the terms and conditions of this Agreement shall apply thereto.

12. TERM, TERMINATION, REMOVAL:

12.1 This Agreement shall be and remain in effect until _____ unless terminated by either party giving to the other thirty (30) days' written notice of such termination.

12.2 Upon failure of Licensee to perform or comply with any term, covenant, clause, or condition herein contained, this Agreement may be terminated immediately upon notice by Licensor. After such notice of breach, Licensor may barricade or otherwise block said Crossing until removed by Licensee, at sole risk and expense of Licensee.

12.3 Within thirty (30) days after termination of this Agreement (the "Removal Date"), unless the parties hereto otherwise agree, said Crossing shall be removed, all approaches barricaded, and right-of-way of Licensor restored in a manner satisfactory to Licensor, all at the sole cost and expense of Licensee. All removal and restoration work to be performed on that portion of said Crossing between the rails of said track(s) and for two feet (2') beyond each rail shall be done by Licensor, at Licensee's sole cost and expense.

12.4 If Licensee fails to make removal as in Section 12.3, Licensor may remove same, by Licensor employee or contract forces, at Licensee's sole risk, cost and expense.

12.5 In the event Licensee fails to remove the Crossing in accordance with Section 12.3 on or before the Removal Date, Licensee shall pay to Licensor the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month until: (i) the date the Crossing is removed by Licensee or Licensor as permitted in this Agreement or (ii) the date that Licensor terminates this Agreement (either being the "Termination Date"), whichever shall first occur. Such payment shall be due and payable commencing as of the first day following the Removal Date (pro-rated for that month if necessary) and continuing on or before the first day of each subsequent month until the Termination Date. The parties hereto acknowledge the difficulty of ascertaining Licensor's actual delay damages and therefore agree that the above amounts are a good faith attempt to identify and quantify Licensor's actual damages and as such do not constitute a penalty. Any failure of Licensor to immediately assess or collect such payments shall not constitute a waiver of Licensor's right to do so. The remedy set forth in this Section 12.5 is in addition to any and all other remedies available to Licensor under this Agreement or at law or in equity.

12.6 All rights which Licensee may have hereunder shall cease and end upon the termination date so specified; provided, however, that termination of this Agreement shall not in any manner affect any claims and liability which may have arisen or accrued hereunder prior to termination, and which, at the time of termination, have not been satisfied.

13. RAILROAD FORCE ACCOUNT COSTS:

13.1 Licensor's expense for wages of Licensor's employees ("force account" charges) and materials for any work performed at the expense of Licensee pursuant to this Agreement shall be paid by Licensee within thirty (30) days after receipt of bill therefor.

13.2 Such expense shall include, but not be limited to: cost of labor and supervision under "force account" rules, plus current applicable overhead charges (traveling expense, Federal Railroad Retirement and Unemployment Taxes, vacation allowances); the actual cost of materials; and insurance and freight and handling charges on all material used. Equipment rentals, if any, shall be in accordance with Railroad fixed applicable rates.

14. RISK, LIABILITY, INDEMNITY:

14.1 Licensee, recognizing that Licensor's operations and any use of Licensor's property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of Licensee, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause, including: (A) any fault, failure or negligence of Licensor in the construction, operation or maintenance of the Crossing or in rail operations on or over the Crossing; and/or (B) any fire, regardless of the source or origin thereof. For this Section, the term "Property of Licensee" shall include property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for the sole benefit of Licensee.

14.2 Licensee, with the recognition above, and as further consideration for the grant of this crossing right, also assumes all liability for, and releases and agrees to defend, indemnify, protect and save Licensor harmless from and against:

a. all loss of or damage to any other property, including property in the care, custody or control of Licensor and of third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof; and

b. all loss and damage on account of injury to or death of any and all person (including but not limited to employees, invitees and patrons of the parties hereto) on the Crossing; and

c. all claims and liability for such loss and damage and cost and expenses thereof; arising out of, resulting from, or connected in any manner with the construction, reconstruction, maintenance, existence, use, condition, repair, change, relocation or subsequent removal of said Crossing, any parts thereof or appurtenant structures, regardless of cause, even if occurring or resulting from the sole or joint fault, failure or negligence of Licensor, including such loss, damage or injury: (i) caused in whole or in part by the fault, failure or negligence of Licensor; or (ii) caused in whole or in part by the fault, failure or negligence of Licensee; or (iii) resulting from the creation of this license and additional hazards that this Crossing imposes upon Licensor's operations.

14.3 For the purposes of these Liability and Indemnity provisions only, all persons, including the employees of Licensor (flaggers, supervisors, etc.) and of Licensee, or employees of any independent or subcontracting third parties engaged in any construction or maintenance activities at the Crossing, in any of the work described in this Agreement, shall be deemed to be the sole contractors of Licensee while so engaged.

14.4 All obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to officers, agents and employees of Licensor, and to companies and other legal entities that control, or are controlled by, subsidiaries of or are affiliated with Licensor, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

14.5 Licensee shall promptly (within thirty (30) days) advise Licensor in writing, by Certified Mail of any claims made against Licensee and/or Licensor, and/or its operating lessee, under this Agreement or from use of the Crossing.

15. INSURANCE:

15.1 Prior to commencement of use any use of the Crossing, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of;

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to the address listed above or email to RenewalCOI@csx.com.

(iii) Automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

15.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during the use of the Crossing, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

15.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

15.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

15.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Crossing, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

15.6 Notwithstanding the provisions of Sections 15.1 and 15.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

16. BREACH, WAIVER:

16.1 Any waiver by either party at any time of its rights as to anything herein contained shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is waived in writing by said party.

16.2 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee.

17. NOTICE(S):

17.1 Before doing any work on Licensor's right-of-way, Licensee shall give Licensor's Division Engineer, at least thirty (30) days' written notice, except that in cases of emergency repairs shorter notice may be given. The rail operations emergency phone number for Licensor is: 1-800-232-0144. The emergency phone number for Licensee is: 1-_____.

17.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration J180; or at such other address as either party may designate in writing to the other.

17.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be effective upon (a) actual receipt or (b) addressee's refusal of delivery.

18. TITLE:

18.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Right-of-Way in Crossing(s) occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way in Crossing(s), and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others herein.

18.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensor's existing rights therein.

18.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

18.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based

upon Licensee's facilities placement, or the presence of Licensee's facilities in, on or along any Crossing(s), including claims for punitive or special damages.

18.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Crossings(s), nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License to said property other than the license herein created.

19. GENERAL PROVISIONS:

19.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.

19.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Licensor, and the heirs, legal representatives, successors or assigns of Licensee, as the case may be, but, this license is a personal privilege granted to Licensee and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Licensor.

19.3 This Agreement contains the entire understanding between the parties hereto, and cannot be changed, altered, amended or modified, except by written instrument subsequently executed by the parties hereto.

19.4 Neither the form nor any language of this Agreement shall be interpreted or construed in favor of or against either party hereto.

19.5 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law. Each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status from each other separate division for the determination of legality, so that if any separate division is determined to be void, void able, invalid or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division herein contained, or any other combination thereof.

19.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

19.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

19.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute,

regulation or court order, (b) to a parent, affiliate or subsidiary company, or (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions.

IN WITNESS WHEREOF, the parties hereto have executed all originals of this Agreement, each of which shall be evidence of this Agreement but which shall constitute but one agreement, as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC

By: _____

Print/Type Name: _____

Print/Type Title: _____

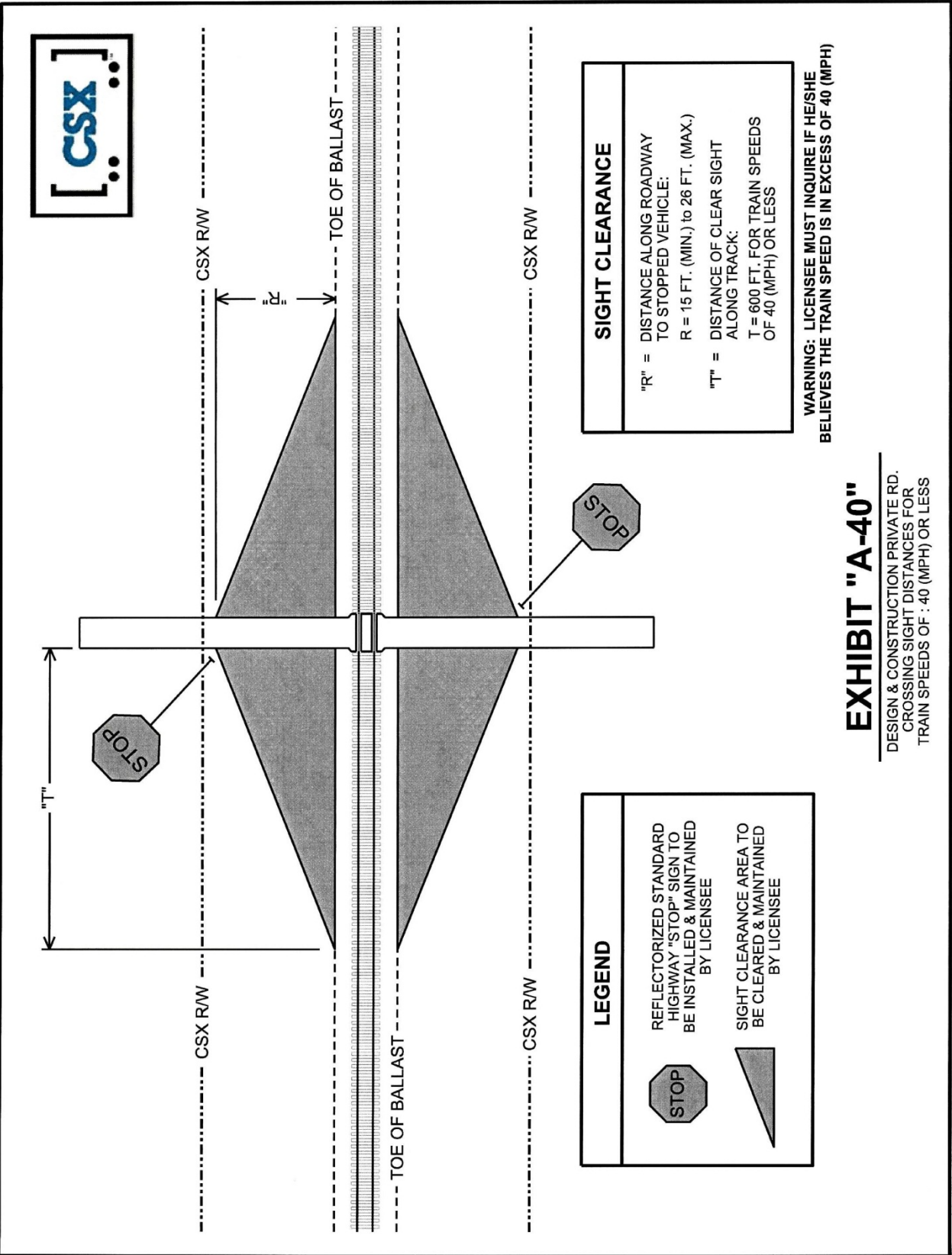
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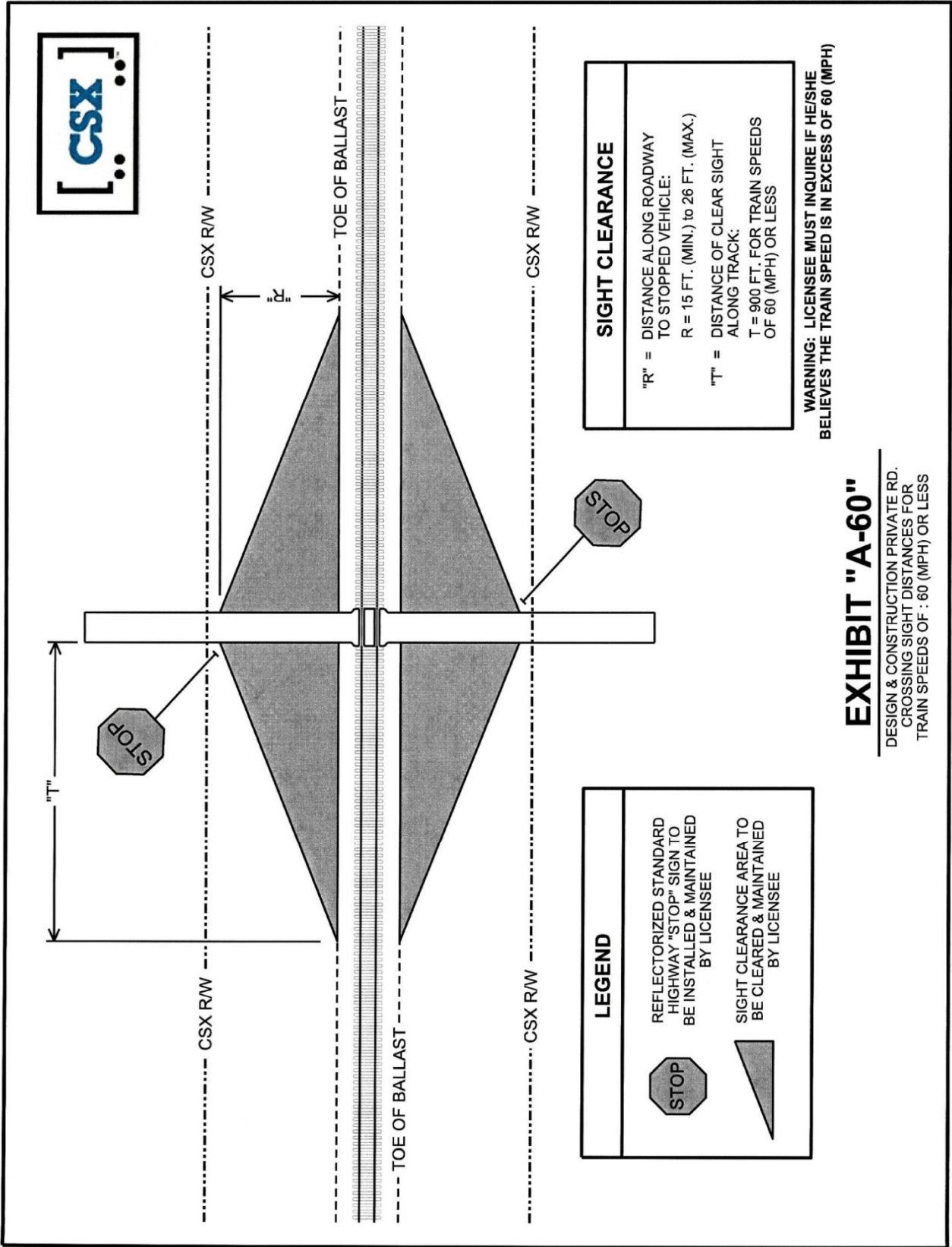
Witness for Licensee:

By: _____

Print/Type Name: _____

Print/Type Title: _____






SIGHT CLEARANCE

"R" = DISTANCE ALONG ROADWAY TO STOPPED VEHICLE:
 R = 15 FT. (MIN.) to 26 FT. (MAX.)

"T" = DISTANCE OF CLEAR SIGHT ALONG TRACK:
 T = 900 FT. FOR TRAIN SPEEDS OF 60 (MPH) OR LESS

WARNING: LICENSEE MUST INQUIRE IF HE/SHE BELIEVES THE TRAIN SPEED IS IN EXCESS OF 60 (MPH)

LEGEND

 REFLECTORIZED STANDARD HIGHWAY "STOP" SIGN TO BE INSTALLED & MAINTAINED BY LICENSEE


 SIGHT CLEARANCE AREA TO BE CLEARED & MAINTAINED BY LICENSEE

EXHIBIT "A-60"

DESIGN & CONSTRUCTION PRIVATE RD. CROSSING SIGHT DISTANCES FOR TRAIN SPEEDS OF : 60 (MPH) OR LESS

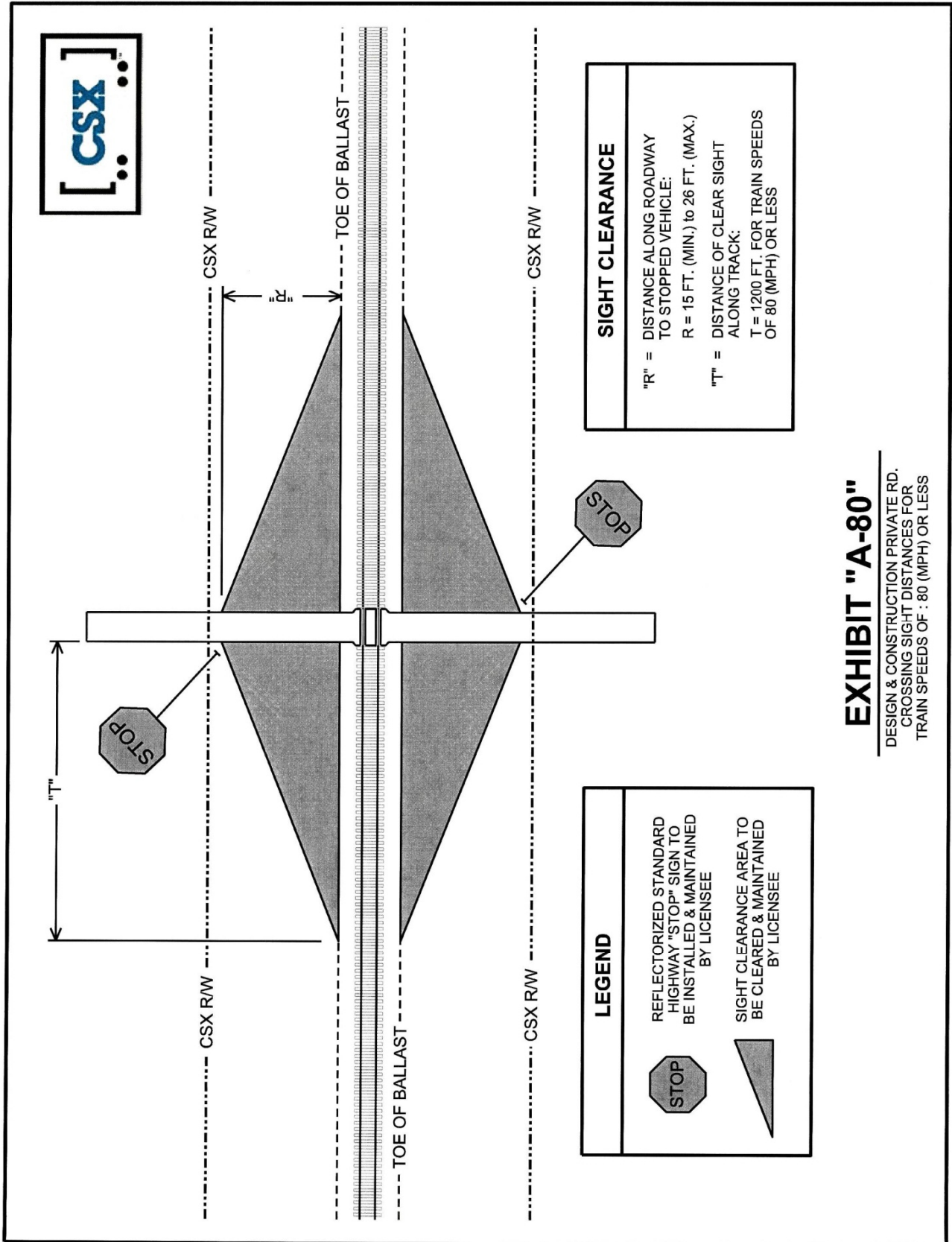


EXHIBIT "A-80"

DESIGN & CONSTRUCTION PRIVATE RD.
CROSSING SIGHT DISTANCES FOR
TRAIN SPEEDS OF : 80 (MPH) OR LESS

EXHIBIT "A"

DRAFT

Insert